

**VERDICT SHEET**

**OTOS Tech Co, Ltd. v. OGK America, Inc., et al.**

Docket Number: 03-1979 (WHW)

Breach of the Agency Agreement

1. Did the plaintiff, OTOS Tech, prove by a preponderance of the believable evidence that the defendants, OGK and Kim, breached the agency agreement?

Yes

☒

No

☐

If the answer to #1 is "yes," go to question #3.

If the answer to #1 is "no," answer #2.

2. Did the defendants OGK and Kim prove by a preponderance of the believable evidence that the plaintiff breached the agency agreement?

Yes

☐

No

☐

- 2a. If you answered "yes" to #2, did the defendants prove by a preponderance of the believable evidence that the duration of the agreement was for a fixed term of 15 years or to last until Mr. Kim was 60 years old?

Yes

☐

No

☐

Go to question #4.

3. What amount of money would fairly compensate the plaintiffs for damages caused by the defendants?

\$ ~~587,755.05~~

4. If you have answered "yes" to questions #2 & 2a, what amount of money would fairly compensate defendants for damages caused them by plaintiffs?

\$ ~~587,755.05~~

Conversion

5. Did the plaintiff prove by a preponderance of the believable evidence that the defendants wrongly converted \$587,755.05 of plaintiff's money for defendants' use?

Yes ☒ No ☐

6. Did the plaintiff prove by a preponderance of the believable evidence that the defendants wrongly converted \$36,615.75 of plaintiff's money for defendants' use?

Yes ☐ No ☒

Breach of the Implied Covenant of Good Faith and Fair Dealing

7. Did the defendants prove by a preponderance of the believable evidence that the plaintiffs breached the implied covenant of good faith and fair dealing?

Yes ☒ No ☐

If you have answered "yes" to #7, answer question #8.

8. What amount of money would fairly compensate the defendants for such breach of good faith and fair dealing?

\$ 910,000.00